

AG Contract No. KR95 1717TRN  
ADOT ECS File: JPA 95-128  
Project: M-950-5-502  
Tracs: 387 PN 004 H3727 01C  
Section: SR-387 Phase II

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF CASA GRANDE

THIS AGREEMENT is entered into 21 SEPTEMBER 1995 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CASA GRANDE, acting by and through its Mayor and City Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape areas within the right of way on SR-387 at the following location:

From centerline roadway station 293+00 milepost  
4.0 to centerline roadway station 245+80, a net  
distance of approximately 1.00 mile.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>20143</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/21/95</u>
<i>James Lee Hunt</i> Secretary of State
By <i>Wickey V. Greenwood</i>

## II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for concurrence.

2. After City and State concurrence of the plans, the project, budgeted at \$65,000.00, will be constructed by the State, using State funds. Upon completion of the project, the City will reimburse the State 54% of the landscape contract cost, up to \$35,000.00.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Casa Grande  
City Manager  
200 E. 4th Street  
Casa Grande, AZ 85222

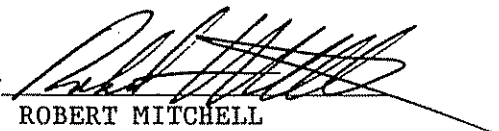
7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

CITY OF CASA GRANDE


STATE OF ARIZONA

Department of Transportation

By   
ROBERT MITCHELL  
Mayor

By   
PETER L. ENO  
Contract Administrator

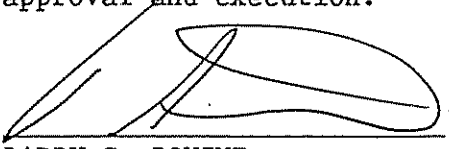
ATTEST

By   
GLORIA HARO  
City Clerk

RESOLUTION

BE IT RESOLVED on this 24th day of July 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Casa Grande for the purpose of defining responsibilities for the design, construction and maintenance of landscape improvements on SR-387 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



for LARRY S. BONINE  
Director

RESOLUTION NO. 2269

A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION REGARDING LANDSCAPE IMPROVEMENTS ON PINAL AVENUE, AND THE EXPENDITURE OF PUBLIC FUNDS IN THE AMOUNT NOT TO EXCEED \$35,000.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, as follows:

Section 1. Authorization for Intergovernmental Agreement

The Mayor and Council hereby authorize the City to enter into an intergovernmental agreement with Arizona Department of Transportation regarding landscape improvements on Pinal Avenue.

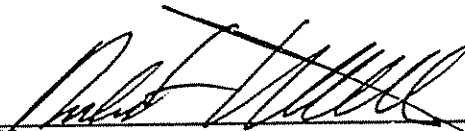
Section 2. Authorization for Expenditure

The Mayor and Council hereby authorize the expenditure of public funds in an amount not to exceed \$35,000 to reimburse the State of Arizona for the City's share of the expense.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 5th day of September, 1995.

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor

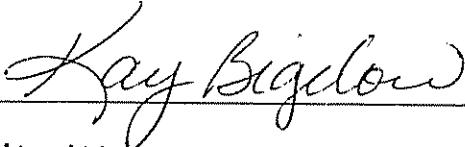
APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

APPROVAL OF THE CASA GRANDE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF CASA GRANDE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 5<sup>th</sup> day of September, 1995.

  
\_\_\_\_\_  
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-1717-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 14th day of September, 1995.

GRANT WOODS  
Attorney General

A handwritten signature in dark ink, reading "James R. Redpath".

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8918G/115